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IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF UTAH, CENTRAL DIVISION

JAMES ARNETT,

Plaintiff,

v.

BENJAMIN SNOW HOWARD;
LIFELINE MEDIA LLC, a Utah entity;
and NATIONWIDE AFFORDABLE
HOUSNG, a Texas corporation,

Defendants.

**ANSWER TO LAST AMENDED
COMPLAINT**

Judge Ted Stewart
Magistrate: Dustin B. Pead
Case No.: 2:13-cv-00591-TS-DBP

Defendants Benjamin Snow Howard (“Howard”), Lifeline Media LLC
 (“Lifeline”), and Nationwide Affordable Housing (“NAH”), and the Ben Howard Trust
 (“the Trust”) (collectively “Defendants”), hereby submit the following Answer to
 Plaintiff James Arnett’s (“Plaintiff”) “Last Amended Complaint.”

Each individual numbered paragraph of Plaintiff's Last Amended Complaint is virtually unintelligible to the extent that Defendants cannot fairly separate out portions to admit or deny. Rule 8(d)(1) of the Federal Rules of Civil Procedure provides that "[e]ach allegation must be simple, concise, and direct." With that being said, in response to paragraphs 1-147, Defendants cannot understand the rambling and run-on narratives sufficiently to admit or deny, but to the extent a response is required, Defendants deny each and every allegation. Defendants reserve the right to amend their Answer in the future

DEFENSES

Defendants assert all defenses contained in Rule 8(c)(1) of the Federal Rules of Civil Procedure as well as others, including but not limited to:

1. accord and satisfaction;
2. assumption of risk;
3. contributory negligence;
4. duress;
5. estoppel;
6. failure of consideration;
7. fraud;
8. illegality;
9. injury by fellow servant;

10. laches;
11. license;
12. payment;
13. release;
14. res judicata;
15. statute of frauds;
16. statute of limitations;
17. waiver;
18. lack of subject matter jurisdiction;
19. failure to state a claim upon which relief can be granted;
20. there was no enforceable contract between Defendants and Plaintiff; and
21. in the alternative, Plaintiff breached the contract first and his breach excused further performance by Defendants.

DATED and electronically signed this 2nd day of September, 2014.

____/s/ Bryan J. Stoddard_____
TYCKSEN & SHATTUCK
Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was sent to the following persons by the following means:

James Arnett 9288 N. Monmouth Court Tucson, AZ 85742	U.S. Mail
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On this 2nd day of September, 2014.

/s/ Alicia Riggs